IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

PACIFIC X AUTO CORPORATION	§	
	§	
vs.	§	C.A. NO. H – 16 – 1125
	§	ADMIRALTY
M/V YM ETERNITY, *her tackle,*	§	
apparel, furniture, equipment,	§	
etc., et al.	§	

ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Pacific X Auto Corporation files this Original Complaint against Defendants, the M/V YM ETERNITY, *in rem*, and All Oceans Transportation Inc. ("All Oceans"), COSCO Container Lines Co., Ltd. ("COSCO") and TDC International Express, Inc. ("TDC"), *in personam*, and for causes of action respectfully will prove by a preponderance of the credible evidence:

1. This action arises from damage and loss to a maritime cargo, a maritime tort and/or breach of a maritime contract. Accordingly, the Court has original jurisdiction of these admiralty and maritime claims under 28 U.S.C. §1333(1).

2. Plaintiff is a California corporation with its principal place of business in Carson.

3. On information and belief and at all times material, the M/V YM

ETERNITY was an ocean–going vessel, registered in Liberia, bearing International Maritime Organization (IMO) No. 9353292, weighing approximately 42,741 gross tons, and engaged in the carriage of cargo to and/or from ports in the United States.

4. On information and belief and at all times material, All Oceans owned, chartered, managed and/or operated the M/V YM ETERNITY as a common carrier of goods by water for hire between various ports, including the Ports of Busan, South Korea, Charleston, South Carolina and Houston. On information and belief, All Oceans is a foreign entity not authorized to do business in Texas but, at all times material, did business in Texas by carrying cargo aboard vessels to and from Texas, operating and/or managing vessels in Texas navigational waters, entering into charter parties, bills of lading and/or other contracts of carriage in Texas, entering into charter parties, bills of lading and/or other contracts of carriage to be performed wholly or partly in Texas, and/or committing a tort in Texas, each of which constitutes doing business in Texas in accordance with §17.042 of the Texas Civil Practice & Remedies Code. On information and belief, All Oceans is a non–resident as that term is used in Subchapter C of Chapter 17 of the Texas Civil Practice & Remedies Code but has not designated or maintained a resident agent in Texas. Alternatively, although All Oceans may not be subject to the jurisdiction of the courts of general jurisdiction of Texas or any other state, Plaintiff's action arises under federal law and, on information and belief, All Oceans has sufficient national minimum contacts with the United States as a whole. The exercise of personal jurisdiction over All Oceans is consistent with the Constitutions and other laws of the

United States and Texas. Accordingly, serving All Oceans with a summons is effective to establish personal jurisdiction over it. All Oceans can be served by serving the Texas Secretary of State. Process or notice can be sent to All Oceans at its home office in care of Yang Ming Marine Transport Corp., 271, Ming De 1st Road, Qidu District, Keelung City, 20646, Taiwan.

5. On information and belief and at all times material, COSCO chartered, managed and/or operated the M/V YM ETERNITY as a common carrier of goods by water for hire between various ports, including the Ports of Busan, Charleston and Houston. On information and belief, COSCO is a foreign entity not authorized to do business in Texas but, at all times material, did business in Texas by carrying cargo aboard vessels to and from Texas, operating and/or managing vessels in Texas navigational waters, entering into charter parties, bills of lading and/or other contracts of carriage in Texas, entering into charter parties, bills of lading and/or other contracts of carriage to be performed wholly or partly in Texas, and/or committing a tort in Texas, each of which constitutes doing business in Texas in accordance with §17.042 of the Texas Civil Practice & Remedies Code. On information and belief, COSCO is a non–resident as that term is used in Subchapter C of Chapter 17 of the Texas Civil Practice & Remedies Code but has not designated or maintained a resident agent in Texas. Alternatively, although COSCO may not be subject to the jurisdiction of the courts of general jurisdiction of Texas or any other state, Plaintiff's action arises under federal law and, on information and belief, COSCO has sufficient national minimum contacts with

the United States as a whole. The exercise of personal jurisdiction over COSCO is consistent with the Constitutions and other laws of the United States and Texas. Accordingly, serving COSCO with a summons is effective to establish personal jurisdiction over it. COSCO can be served by serving the Texas Secretary of State. Process or notice can be sent to COSCO at its home office in care of c/o COSHAN Co., Ltd., Room 1108, Daehantongwoon Building 1211–1, Choryang–dong, dong–ku, Busan, South Korea.

6. On information and belief and at all times material, TDC was a foreign corporation engaged in business in Texas as a non–vessel operating common carrier, consolidating various cargos, arranging for their ocean carriage, issuing to shippers bills of lading for ocean transport of cargos, entering into charter parties, booking notes, bills of lading and/or other contracts of carriage in Texas, entering into charter parties, booking notes, bills of lading and/or other contracts of carriage to be performed wholly or partly in Texas and/or committing torts in Texas, each of which constitutes doing business in Texas in accordance with §17.042 of the Texas Civil Practice & Remedies Code. TDC is a non–resident as that term is used in Subchapter C of Chapter 17 of the Texas Civil Practice & Remedies Code but has not designated or maintained a resident agent in Texas. Alternatively, although TDC may not be subject to the jurisdiction of the courts of general jurisdiction of Texas or any other state, Plaintiff's action arises under federal law and TDC has sufficient national minimum contacts with the United States as a whole. The exercise of personal jurisdiction over TDC is consistent with the

Constitutions and other laws of the United States and Texas. Accordingly, serving TDC with a summons is effective to establish personal jurisdiction over it. TDC can be served by serving the Texas Secretary of State. Process or notice can be sent to TDC at its home office in care of Susan Cha at 14525 Valley View Avenue, Suite No. 1, Santa Fe Springs, California 90670.

7. On or about January 16, 2016, Plaintiff's shipper tendered in good order and condition to Defendants at Busan a containerized cargo of automotive parts. Defendants agreed safely to receive, handle, load, stow, secure, carry, discharge and deliver at Charleston the cargo in the same good order and condition as when received, in consideration of paid freight charges. Defendants acknowledged receipt of the cargo in good order and condition, accordingly therewith issued various bills of lading including Bill of Lading No. YKTLPA601020 at Seoul, and Sea Waybill No. COSU6104556310 at Busan, free of exceptions or other notations for loss or damage, and loaded the cargo aboard the M/V YM ETERNITY.

8. On or about February 23, 2016, the M/V YM ETERNITY arrived at Charleston where Defendants later discharged the cargo, not in the same good order and condition as when received but, on the contrary, the cargo was wet, stained, rusted, corroded, contaminated, chafed and otherwise physically damaged. The loss proximately resulted from Defendants' respective acts and/or omissions constituting negligence, breach of contract, breach of bailment and/or violation(s) of the duties of a common carrier of goods by water for hire.

9. Alternatively, the losses proximately resulted from the unseaworthiness of the M/V YM ETERNITY.

10. Plaintiff proximately has sustained damages exceeding $63,055.27 plus interest dating from January 16, 2016, demand for which has been made upon Defendants but which they refuse to pay.

11. At all times material, Plaintiff owned the cargo and brings this claim for itself and/or as agent and/or trustee for all persons and entities, including any insurer(s), that are or become interested in the cargo.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Pacific X Auto Corporation prays that: process in due form of law according to the practices of this Honorable Court in causes of admiralty and maritime jurisdiction issue against the M/V YM ETERNITY, her engines, tackle, apparel, furniture, equipment, etc.; all persons claiming an interest therein be required to appear and answer under oath, all and singular, the matters aforesaid; it have judgment for its damages, interest, and costs; the M/V YM ETERNITY be condemned and sold to satisfy the damages aforesaid; and,

This Honorable Court adjudge that Defendants, the M/V YM ETERNITY, *in rem*, and All Oceans Transportation Inc., COSCO Container Lines Co., Ltd. and TDC International Express, Inc., *in personam*, are liable to Plaintiff, jointly and severally, for its alleged damages, pre–judgment interest, post–judgment interest, court costs and all other relief as justice and equity allow.

Respectfully submitted,

SHARPE & OLIVER, L.L.P.

By________________________

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